

AMENDMENT No. 3 TO AGREEMENT
TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY AND HARRIS &
ASSOCIATES, INC.

This Amendment is entered into this 5th day of January, 2016, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Harris & Associates, Inc., a California Corporation (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement on April 7, 2015, entitled "Consulting Services Agreement between the City of Milpitas Harris & Associates, Inc. ("Agreement") for professional services in the amount of Eighty Thousand dollars (\$80,000.00); and

WHEREAS, the parties entered into Amendment No.1 to the Agreement on July 2, 2015, to increase the compensation by the additional amount of Twenty Thousand Dollars (\$20,000), to allow CONSULTANT to continue provide support services for the Land Development Section of the Engineering Department; and

WHEREAS, the parties entered into Amendment No. 2 to the Agreement on August 4, 2015, to increase the compensation under the Agreement by the additional amount of Ninety Two Thousand Dollars (\$92,000); and

WHEREAS, the parties desire to amend the Agreement again to increase the compensation by the additional amount of One Hundred Ten Thousand Dollars (\$110,000), for a new combined total compensation amount of Three Hundred Two Thousand Dollars (\$302,000), and to extend the Term of the Agreement to April 30, 2016, to allow CONSULTANT to continue to provide support services for the Land Development Section of the Engineering Department, as described in Exhibit A, attached hereto;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 1.1, entitled "Term of Services" is hereby amended to read as follows:

The term of this Agreement shall begin on the date first noted above and shall end on April 30, 2016, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

2. Section 2, entitled "Compensation" is hereby amended to read as follows:

The City hereby agrees to pay Consultant an amount not exceed (\$302,000) Three Hundred Two Thousand Dollars based on time and materials for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rate for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **April 7, 2015** between **Harris & Associates, Inc** and **the City of Milpitas**. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
4. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

Thomas C. Williams, City Manager

Steven Machida, Director of Engineering

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

CONSULTANT
Harris & Associates

By:_____
Scott D. Alman, P.E., its
Authorized Agent

Taxpayer Identification Number

94-2385238

Corporate Entity Number

C0808286

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one:				
<input checked="" type="checkbox"/> Budget Appropriation	100-3613	\$110,000	100-413-4237	\$110,000
<input type="checkbox"/> Budget Transfer				

Explain the reason for the budget change:

Approve and Authorize the City Manager to Execute Amendment No. 3 to the Agreement with Harris & Associates, Inc., in the Amount of \$110,000; Extend the Terms of the Agreement to April 30, 2016; and Approve a Budget Appropriation to Continue Engineering Staff Augmentation in the Land Development Engineering Division (Staff Contact: Steven Machida, 586-3355)

Background: On April 7, 2015, the City entered into the agreement with Harris & Associates, Inc., in the amount of \$80,000 to provide Staff augmentation in the Land Development Section to manage work load, set development project priorities and to meet development processing mandates. Staff augmentation is needed to maintain the level of service in the Division while vacant positions are being filled.

On July 1, 2015, the parties entered into Amendment No. 1 in the amount of \$20,000.00 to continue providing staffing support to the Land Development Section. On August 4, 2015, the parties entered into Amendment No. 2 to increase the compensation by \$92,000 until hiring of the vacant permanent positions are filled.

Amendment No. 3 to the Agreement with Harris & Associates is proposed for additional services until hiring process for the Assistant City Engineer is completed. If the transition can be accomplished sooner, the consultant agreement will be terminated at an earlier date. Approval of this agreement amendment brings the total agreement amount to \$302,000.

Alternative: Denial of this request would result in delays in the review of development projects, causing potential delay claim by developers under the Permit Streamlining Act.

Fiscal Impact: A budget Appropriation to the Land Development Budget in the amount of \$110,000 is necessary. Consultant expenses are reimbursable through the private development projects.

Recommendation:

1. Approve and Authorize the City Manager to execute an amendment No.3 to the agreement with Harris & Associates, in the amount of \$110,000, and to extend the terms of the contract to April 30, 2016.
2. Approve a budget appropriation in the amount of \$110,000 to the Land Development Operating budget.

☒ Check if City Council Approval required.

Meeting: January 5, 2016

Itemization of funds, if needed:			Amount
Requested by:	Steven Machida, Director of Engineering	Date:	
Department Head:	Steven Machida, Director of Engineering	Date:	
Reviewed by:	Finance Director: <i>McKee</i>	Date:	12/21/15
Approved by:	City Manager:	Date:	
Date approved by City Council, if required:			Confirmed by: